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State of Utah  
Department of Environmental Quality  
Division of Environmental Response and Remediation

# **Petroleum Storage Tank Trust Fund Claims Packet**

A guide to help owners and operators  
of participating underground storage tanks  
access the Petroleum Storage Tank Trust Fund.

February 2002

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The State of Utah established the Petroleum Storage Tank (PST) Trust Fund to help underground storage tank owners and operators meet federal requirements for financial assurance and to help pay the costs of investigation, abatement and cleanups from leaking underground storage tanks (LUSTs). This packet describes the procedures and requirements for obtaining PST Trust Fund assistance for investigating and cleaning up your release.

The PST Trust Fund is voluntary. In order to be eligible for reimbursement, the tank from which the release occurred must have been covered at the time of the release.

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State of Utah  
Department of Environmental Quality  
Division of Environmental Response and Remediation  
Underground Storage Tank Branch  
Petroleum Storage Tank Remediation Section  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840  
Telephone: (801) 536-4100  
Fax: (801) 359-8853  
TDD: (801) 536-4414

# 1- Petroleum Storage Tank Trust Fund Checklist

The following checklist provides a summary of the steps between initial compliance of your underground storage tank system and the reimbursement process for cleanup costs from the PST Trust Fund. Each step in the checklist is described in more detail in this packet.

| / | Important Steps to Remember   |
|---|---|
|   | Tank or system leaked during a time period for which the tank was covered by the PST Trust Fund. Release is reported to the DERR.   |
|   | Select a certified consultant that has a current Statement of Qualifications (SOQ) approved by the Executive Secretary (UST). (See Section 8.)  |
|   | Submit an Eligibility Application (see Appendix A) to the DERR within the applicable time frame. (You will then be informed of your eligibility status.)  |
|   | Document that you have met your standard deductible amount in eligible costs. <sup>1</sup> (This is usually done with the initial claim.)   |
|   | After your deductible has been met, all work plans and budgets must be approved by the Executive Secretary (UST) prior to implementation of the work. Do not begin work prior to approval. Costs incurred to satisfy the deductible must comply with the same rules and standards as costs that are reimbursable. |
|   | Submit work reports and claims (proof of payment, copies of invoices, summary voucher and other applicable documentation) for reimbursement on a regular basis to the DERR.   |
|   | Contact your state project manager for pre-approval in case of changes to the original scope of work or budget.   |

<sup>1</sup>Standard deductible for leaks which occurred before July 1, 1994 is \$25,000.00.  
Standard deductible for leaks which occurred after July 1, 1994 is \$10,000.00.

Note: “Cleanup” as used in this packet generally means those eligible costs incurred during the abatement, investigation, site assessment(s) or cleanup of a release from a LUST.

## 2- Overview of Eligibility and Covered Expenses

If you suspect a release from your UST system, you must report it to the Division of Environmental Response and Remediation (DERR) within 24 hours, while taking steps to confirm whether a suspected release has in fact occurred. This is the first step in order to be considered eligible for PST Trust Fund reimbursements.

If your release occurred and was reported before July 1, 1994, you are responsible to pay the initial \$25,000 in eligible costs. The PST Trust Fund may then pay up to \$975,000 (\$475,000 for non-marketer facilities) for cleanup costs in excess of your initial liability or standard deductible. If your release occurred after July 1, 1994, your liability is \$10,000 in eligible costs.

*To be eligible for PST Trust Fund reimbursement, the release must have occurred during a period for which the tank was covered by the PST Trust Fund. An Eligibility Application or claim must be received by the DERR during the period the tank was covered by the PST Trust Fund or within one year after the tank was closed, or within six months after the end of the period during which the tank was covered by the PST Trust Fund.*

The standard deductible amount you spend, either \$25,000 or \$10,000, must be used for customary, reasonable and legitimate expenses, as determined by the Executive Secretary (UST). These expenses may include abatement, investigation, site assessment, monitoring, corrective action, third-party damage claims and settlements, and provision for alternative drinking water supplies.

Expenses may not include costs to achieve compliance with leak detection requirements, costs associated with the upgrading of a system, or the removal or installation of a UST system or any part thereof, loss of business, and legal fees.

Expenses for landscaping, repaving, and building repair are reviewed on a case-by-case basis. A more detailed description of eligible and ineligible costs is included in Sections 6 and 7.

## 3- Work Plan and Budget Process

As part of the process for PST Trust Fund reimbursement, you will be asked to provide work plans and budgets addressing the tasks required to bring the release under control, to conduct a subsurface investigation to define the extent and degree of subsurface petroleum contamination, and if necessary, to perform corrective action until the state-established cleanup levels are achieved. For expenses beyond your standard deductible, the work plans and associated budgets must be approved by the Executive Secretary (UST) before any work is performed. The approved work plan may be changed and the budget may be exceeded only after obtaining the approval of the Executive Secretary (UST). This can typically be done by requesting an amendment and explaining the need for a change in the scope of work and budget.

Reimbursement amounts are determined by the actual costs expended for the work up to, but not exceeding, the approved budget amount. The budget may be thought of as a “cost not to exceed.”

*You must submit an Eligibility Application to begin the PST Trust Fund Claims process, and determine your qualification status.*

*Begin your investigation and cleanup as soon as possible.*

*All work after your deductible must be pre-approved by the Executive Secretary (UST).*

*All expenses must be documented completely.*

*Important reporting requirements to remember...*

## 4- Cost Accounting and Documentation

All expenses must be submitted on the Standardized Invoice (see Appendix A). Each Invoice covers only one work plan. Summary information from one or a group of invoices should be compiled on the Summary Voucher (see Appendix A). Backup information is required for all costs on the invoice(s). This backup includes labor detail sheets with the name of the person, date and hours worked and labor rate; invoices or receipts from general contractors, subcontractors and suppliers with a detailed listing of price and quantity of labor, equipment and material furnished; daily logs for in-house equipment and mileage; and a minimum of three bids for subcontractors. The same information and backup is required for expenses that are to be used to offset the standard deductible. All backup information should include the name and address of the contractor or company providing materials or performing services, and their costs. All expenses and related documentation must be submitted on a timely basis to the Executive Secretary (UST), who determines if they are eligible costs, and if so, will approve them for reimbursement from the PST Trust Fund. No money can be paid from the PST Trust Fund without the necessary documentation and approval from the Executive Secretary (UST).

Proof of payment to the first tier contractor/consultant/subcontractor is required for reimbursement. If reimbursement is to be made to the owner/operator, proof of payment to the consultant must be provided. If reimbursement is made directly to the consultant, then proof of payment to the consultant's subcontractors and suppliers is required. Proof of payment may be in the form of canceled checks, lien waivers or affidavits from the entity owed the money.

As the UST owner or operator, you remain primarily responsible for all costs incurred, even if you anticipate reimbursement from the PST Trust Fund. You should obtain lien waivers from the companies and contractors providing materials or performing services associated with your release.

## 5- Documentation Requirements

You are required to provide the following reports and documentation to the DERR at various times as appropriate.

- Report the suspected or confirmed release to the DERR within 24 hours.
- Submit a completed PST Eligibility Application (see Appendix A) to the DERR to determine your eligibility status to claim against the PST Trust Fund.
- A Subsurface Investigation Report which defines the extent and degree of the petroleum contamination.
- A Corrective Action Plan, if determined necessary by the DERR, for approval by the Executive Secretary (UST).
- If a third party claim resulting from the release is brought against you, or if any action or situation is likely to result in a third-party claim, you must immediately report it to the State of Utah Risk Manager, (801) 538-9560, 5120 State Office Building, Salt Lake City, Utah, 84114, and to the Executive Secretary (UST).

- Work plans and proposed budgets for the DERR's approval for all work performed after you have met your standard deductible.
- "Petroleum Storage Tank Trust Fund Work Plan Application and Agreement" (see Appendix A) for each work plan. It must be signed by both you and your consultant.
- Submit reports of approved work to the DERR after it is completed.
- Submit copies of invoices, proof of payment, summary voucher, and other appropriate documentation to your state project manager on a timely basis while the work is in progress.
- When hiring construction subcontractors, you are required to provide your state project manager with the bid document, bid tabulation, and a copy of the three lowest bids.

## 6- Eligible Costs

Before disbursing money from the PST Trust Fund, the Executive Secretary (UST) is required to confirm that the person or company making the claim has legitimately spent their standard deductible on customary, reasonable, and legitimate expenditures related to the cleanup. After the deductible amount has been met, the Executive Secretary (UST) may reimburse the claimant for reasonable and eligible costs expended on abatement, investigation, monitoring and cleanup activities related to the release.

*Costs which are covered by the Fund.*

Eligible costs may include:

- Abatement actions which are taken to limit, reduce, mitigate or eliminate a release or the damage caused by the release of a regulated substance from an UST and/or connected piping and dispensing system.
- Investigation activities which may include native soil types, hydrogeological soil borings, groundwater monitoring wells, test pits or excavations, environmental sampling, location of utilities and other receptors and past site history.
- Monitoring costs, including laboratory analytical costs, consulting fees related to sample collection and report writing, and other associated costs.
- Provisions for alternate drinking water supplies, if necessary.
- Corrective action activities, which may include cleanup or removal of the contaminant source, containment or isolation of the release, treatment of the release, monitoring, operation and maintenance and other associated costs.
- Third party settlements as determined by legal proceedings or by the State Risk Manager, if funds are available.
- Reasonable and legitimate costs of repairing surfacing and landscaping damaged during investigation or corrective action.
- Other costs to be determined by the Executive Secretary (UST) on a site-specific basis.

These are general guidelines for claims against the PST Trust Fund. Eligibility of expenses submitted for reimbursement from the PST Trust Fund will be determined on a case-by-case basis by the Executive Secretary (UST).

## 7- Ineligible Costs

Expenses to achieve UST compliance or for upgrading the UST system are not eligible expenses for PST Trust Fund claims reimbursement. Ineligible costs include:

- Expenses to achieve UST compliance, including:
  - Tank registration fees.
  - Tank PST Trust Fund fees.
  - Leak detection equipment.
  - UST system tightness testing.
  - UST system repairs.
  - Legal fees incurred on state compliance issues.
  - Costs associated with abatement, investigation, monitoring or corrective action for tanks not covered by the PST Trust Fund.
  - Other costs as determined by the Executive Secretary (UST).
- Expenses for upgrading a system, including:
  - Overfill protection.
  - Spill containment basin.
  - Corrosion protection.
  - New tanks or associated supplies, equipment and services.
  - Landscaping to improve the site beyond the previously existing condition.
  - Asphalt, concrete, gravel or other surface sealing materials placed to improve the site beyond the previously existing condition.
  - Other costs as determined by the Executive Secretary (UST).
- Other ineligible expenses would include:
  - UST system removal. (This includes all expenses related to UST closure activities.) Only abatement, such as pumping out the residual fuel in a leaking UST, would be considered an eligible expense.
  - Loss of business.
  - Any costs charged by the consultant as a percentage (mark-up) for coordination and handling fees for work performed by subcontractors or expenses associated with other direct costs.
  - Legal fees.
  - Reimbursement for negligent or illegal work.
  - Reimbursement for costs which owner or consultant cannot demonstrate are reasonable based on price competition.
  - Other costs as determined ineligible or unreasonable by the Executive Secretary (UST).

*Not all costs at the site are considered eligible.*

## 8- Selecting a Consultant

The person directing the work at a LUST site must be a Utah UST Certified Consultant. The consulting firm must have a current and approved Statement of Qualifications (SOQ).

*Environmental Consultants must meet State requirements.*

- A Utah UST Certified Consultant is defined as any person who provides information, opinion or advice for a fee, or in conjunction with services for which a fee is charged. For the purpose of payments from the PST Trust Fund, the Certified Consultant performs the following:
  - Management of a petroleum UST release;
  - Investigation of air, soil, surface water and groundwater to determine the extent and degree of the release, or potential release of petroleum from an UST;
  - Cleanup or remediation of a release of petroleum from an UST.
- A SOQ must be submitted and updated yearly for each consulting firm which will perform services at a PST Trust Fund eligible release. The SOQ must be submitted to the Executive Secretary (UST) and approved before PST Trust Fund money is expended.

## 9- Construction Contract Guidelines

The following guidelines and procedures must be followed for construction contractors and cleanup expenditures involving PST Trust Funds.

- The owner may contract construction (soil borings, monitoring well installation, overexcavation, remedial system installation and operations and maintenance) directly with a contractor, or construction services may be provided by the owner's consulting firm, or subcontracted by the consulting firm. The bidding requirements apply to all construction services not directly provided by the owner's consulting firm. Only customary and reasonable costs will be approved for reimbursement from the PST Trust Fund.
- Bids are required for corrective action or equipment installation.
- Bids must be obtained from at least three construction contractors. The owner or their consultant must send an invitation to bid to contractors who are responsive, responsible and experienced in the services required.
- A bid document must be prepared detailing the services and/or equipment required for the job. A separate bid must be prepared for individual construction projects required at the facility.
- Bids must be submitted in writing to the owner or their consultant at a location to be determined by the owner.
- A bid tabulation must be submitted to the DERR project manager listing the contractors who responded to the invitation to bid and the amount of the bid. Bid packages from the three lowest bidders must be submitted to the DERR project manager for approval before the bid is awarded. The consultant or owner should award the work to the lowest responsive and responsible bidder. The PST Trust Fund reimbursement shall be based on the lowest responsive and responsible bid, even if the owner or consultant select a higher bidder. The justification must be submitted with the bid package and must be approved by the DERR project manager before the award is made.



- Construction contractors will be considered responsible if they carry the following insurance, training and bonding capabilities:
  - Compliance with OSHA and EPA standards and have personnel on-site who have successfully completed 40 hours of safety training.
  - Comprehensive General Liability Insurance in the amount of \$1,000,000.
  - Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.
  - Workers' Compensation and Employers' Liability Insurance in the amount of \$500,000.
  - Liability Insurance in the Amount of \$1,000,000 specifically endorsed to eliminate any exclusion for underground testing and contractual liability, either for the contractor or the consultant providing construction oversight.
  - General contractors license or specialty contractors license as applicable.
  - Performance bonds for the bid amount or equivalent assurance.
  - Payment bonds for the bid amount, guaranteeing payment to subcontractors.

## 10- Pay for Performance Contracts

Pay for Performance (PfP) is a contracting method where contaminant level reduction goals are set and a fixed price is agreed to. The fixed price includes all system installation, operation and maintenance, and final close out costs. Progress payments are made to the contractor as contaminant levels at key monitoring points around the site decrease toward the goals. After system installation, payment is made only for a decrease in contaminant levels. PfP gives the contractor a financial incentive to complete the cleanup as rapidly and efficiently as possible.

In some circumstances, the DERR will bid the remediation PfP contract for the owner. This relieves the owner of the time and expense required to develop the bid package, receive bids and award the contract. The contract is a three party contract signed by the owner, the contractor, and the Executive Secretary (UST).

**The PfP process is relatively new and still evolving. Please check with your state project manager for the latest developments and requirements.**

## **11- Appendix A**

### **Applications and Forms**

This Appendix contains the applications and forms necessary to obtain cleanup assistance from the PST Trust Fund.



UTAH DEPARTMENT OF  
ENVIRONMENTAL QUALITY  
Division of Environmental  
Response and Remediation

Petroleum Storage Tank (PST) Section  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840  
PHONE: (801) 536-4100  
FAX: (801) 359-8853  
TDD: (801) 536-4414

## Petroleum Storage Tank (PST) Trust Fund Claims Procedure and PST Fund Eligibility Application Form

Facility Identification No. \_\_\_\_\_, Release Site \_\_\_\_\_,  
\_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, Utah.

The PST Trust Fund is a voluntary fund available to participating owners/operators. If you are a participant, you may be eligible to make a claim against the PST Trust Fund for a petroleum release. If eligible, funds are available to help in the abatement, investigation, and cleanup of your release. There are time constraints provided by statute that may cause an otherwise eligible release to become ineligible. Therefore, it is important to file your eligibility application promptly. Please contact the DERR's PST Section at (801) 536-4100 and request a PST Trust Fund Claims Packet.

The PST Trust Fund was established to help petroleum tank owners/operators (responsible parties) meet the financial burden of a petroleum release. However, prior to PST Trust Fund payment, eligibility criteria must be met and a deductible is required. The deductible amount for releases which occurred and were reported prior to July 1, 1994 is \$25,000 of eligible costs and \$10,000 for releases which occurred and were reported after that date. NOTE: Because not all costs are considered eligible and the eligibility criteria is critical for you being able to qualify for payments from the PST Trust Fund, please contact the Division's PST Section if you have any questions regarding the PST Trust Fund or claims process.

### ***To establish PST Trust Fund eligibility and financial assistance, please complete the following steps:***

1. To file a claim against the PST Trust Fund, complete and submit the PST Trust Fund Eligibility Application to the DERR (form is on the back side of this notice). Should you qualify for PST funding, you will be informed in writing and receive a PST Trust Fund Claims Packet with a Customer Guidebook to aid you in the claims/payment process.
2. The certified consultant that you choose must have a current Statement of Qualification (SOQ) approved by the DERR. If your certified consultant does not have an approved SOQ, the work they perform may not be reimbursable by the PST Trust Fund. If your consultant is not certified, his/her work is not reimbursable.
3. Submit itemized expenses on the Utah State Petroleum Storage Tank Trust Fund/Request for Payment Voucher (included in the PST Trust Fund Claims Packet), proof of payment for your deductible amount and copies of all invoices.
4. To receive reimbursement, work plan(s) and budget(s) for any amount exceeding the deductible for abatement, investigation, or corrective action must be approved by the DERR **prior** to implementation.
5. For PST Trust Fund reimbursement payment, submit claims regularly on the Utah State Petroleum Storage Tank Trust Fund/Request for Payment Voucher. Include copies of invoices, proof of payment and itemize time and material expenses.
6. Should emergency actions be needed at the release site, contact your state-assigned project manager at (801) 536-4100. Changes in approved work plan(s) or budget(s) require written approval from the DERR project manager prior to the change being implemented.

If you have any questions, please call \_\_\_\_\_  
at (801) 536-4100 or at (801) 536-\_\_\_\_\_.

(Over)

|  |   |   |                           |
|--|---|---|---------------------------|
| <h1 style="margin: 0;">PST Trust Fund Eligibility Application Form</h1>  |   | <b>Utah Department of Environmental Quality<br/>Division of Environmental Response and Remediation<br/>Petroleum Storage Tank (PST) Section</b> |                           |
| Certificate of Compliance Number & Expiration Date   |   | Were tanks in compliance when leak was detected?<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                    |                           |
| LUST Release Number (if issued)  | Facility ID Number  | Tax ID Number   |                           |
| Applicant Name (please print)  |   | Signature   | Date                      |
| Mailing Address  |   |   |                           |
| City   | State   | Zip   | Telephone (    )          |
| Applicant is a:  |   |   |                           |
| <input type="checkbox"/> Tank System Owner <input type="checkbox"/> Facility Owner <input type="checkbox"/> Tank System Operator <input type="checkbox"/> Land Owner*  |   |   |                           |
| If the tank system owner or operator, the facility owner, or owner of the land on which the tank system is located is different than the applicant shown above, complete the appropriate spaces in this portion of the form. | <input type="checkbox"/> Tank System Owner <input type="checkbox"/> Facility Owner <input type="checkbox"/> Tank System Operator<br><input type="checkbox"/> Land Owner |   |                           |
|  | Mailing Address   |   |                           |
|  | Telephone   |   |                           |
|  | Dates of Ownership<br>From _____ To _____   |   |                           |
| Name of facility where the release occurred:   |   |   |                           |
| Facility Address:  |   |   |                           |
| Contact person at the facility:  |   | Telephone (    )  |                           |
| Date Release occurred or was discovered:   |   | Date release was reported to the DERR:  |                           |
| Number of tank systems that contributed to the release at the site (attach additional sheets if needed).   |   |   |                           |
| Tank Number  | Tank Volume   | Product   | Installation/Closure Date |
|  |   |   |                           |
| Is this release covered under independent insurance?<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |   |   |                           |
| Number of tank systems that were or will be removed during the course of this site cleanup?  |   |   |                           |
| How was the release confirmed? (Attach a brief summary that includes laboratory analysis, field instrument readings, visual observations, tank tightness test results, etc.)   |   |   |                           |
| Is there evidence of a previous release? If so, describe how the release was determined.   |   |   |                           |

\*Must demonstrate authority to file claim

2/02

## Revised 4/4/97

***Utah State Petroleum Storage Tank Fund***

\_\_\_\_\_

FACILITY ID. #

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RELEASE ID:

E**INVOICE DATE**

\_\_\_\_\_

**LOCATION  
NAME**[illegible]**INVOICE #****LOCATION  
ADDRESS**

|  |
|--|
|  |
|--|

REMIT  
PAYMENT TO

## INVOICE FOR SERVICES PERFORMED

FROM

Page 10 of 10

TO

\_\_\_\_\_

DERR WORK PLAN NO.

Page 10

## WORK PLAN DESCRIPTION

**WORK PLAN**  
**APPROVED BUDGET**

\_\_\_\_\_

| PROFESSIONAL SERVICES |                 |      |       |      |                    |                |           |                 |                  |
|-----------------------|-----------------|------|-------|------|--------------------|----------------|-----------|-----------------|------------------|
| DERR LABOR CATEGORY   | DERR LABOR CODE | TASK | HOURS | RATE | THIS INVOICE TOTAL | PREVIOUS TOTAL | NEW TOTAL | APPROVED BUDGET | REMAINING BUDGET |
|                       |                 |      |       |      |                    |                |           |                 |                  |
|                       |                 |      |       |      |                    |                |           |                 |                  |
|                       |                 |      |       |      |                    |                |           |                 |                  |
|                       |                 |      |       |      |                    |                |           |                 |                  |
|                       |                 |      |       |      |                    |                |           |                 |                  |
|                       |                 |      |       |      |                    |                |           |                 |                  |
| SubTotal              |                 |      |       |      |                    |                |           |                 |                  |

| DIRECT CHARGES |      |          |      |                    |                |           |                 |                  |
|----------------|------|----------|------|--------------------|----------------|-----------|-----------------|------------------|
| DESCRIPTION    | TASK | QUANTITY | RATE | THIS INVOICE TOTAL | PREVIOUS TOTAL | NEW TOTAL | APPROVED BUDGET | REMAINING BUDGET |
|                |      |          |      |                    |                |           |                 |                  |
|                |      |          |      |                    |                |           |                 |                  |
|                |      |          |      |                    |                |           |                 |                  |
|                |      |          |      |                    |                |           |                 |                  |
|                |      |          |      |                    |                |           |                 |                  |
|                |      |          |      |                    |                |           |                 |                  |
| SubTotal       |      |          |      |                    |                |           |                 |                  |

| OUTSIDE SERVICES |      |          |      |                    |                |           |                 |                  |
|------------------|------|----------|------|--------------------|----------------|-----------|-----------------|------------------|
| DESCRIPTION      | TASK | QUANTITY | RATE | THIS INVOICE TOTAL | PREVIOUS TOTAL | NEW TOTAL | APPROVED BUDGET | REMAINING BUDGET |
|                  |      |          |      |                    |                |           |                 |                  |
|                  |      |          |      |                    |                |           |                 |                  |
|                  |      |          |      |                    |                |           |                 |                  |
|                  |      |          |      |                    |                |           |                 |                  |
|                  |      |          |      |                    |                |           |                 |                  |
| SubTotal         |      |          |      |                    |                |           |                 |                  |

| BUDGET HISTORY SUMMARY |                                  |                                |                        |                             |                                   |                      |                        |
|------------------------|----------------------------------|--------------------------------|------------------------|-----------------------------|-----------------------------------|----------------------|------------------------|
| TASK                   | TOTAL TASK<br>BUDGET<br>APPROVED | AMOUNT<br>PREVIOUS<br>INVOICES | AMOUNT THIS<br>INVOICE | TOTAL<br>INVOICE<br>TO DATE | TOTAL TASK<br>BUDGET<br>REMAINING | %BUDGET<br>REMAINING | % OF WORK<br>REMAINING |
| 1                      |                                  |                                |                        |                             |                                   |                      |                        |
| 2                      |                                  |                                |                        |                             |                                   |                      |                        |
| 3                      |                                  |                                |                        |                             |                                   |                      |                        |
| 4                      |                                  |                                |                        |                             |                                   |                      |                        |
| 5                      |                                  |                                |                        |                             |                                   |                      |                        |
| 6                      |                                  |                                |                        |                             |                                   |                      |                        |
| 7                      |                                  |                                |                        |                             |                                   |                      |                        |
| 8                      |                                  |                                |                        |                             |                                   |                      |                        |
| WORK PLAN TOTAL        |                                  |                                |                        |                             |                                   |                      |                        |

# Summary Worksheet

Date:

# Petroleum Storage Tank Trust Fund Claims Packet

# UTAH STATE PETROLEUM STORAGE TANK TRUST FUND Claim Form

Facility Identification Number: \_\_\_\_\_ LUST Release Number: \_\_\_\_\_

Name of person initiating the claim:

Mailing Address:

Telephone Number: \_\_\_\_\_

Claimant is:      ☐ Tank system owner   ☐ Tank system operator      ☐ Facility owner

☐ Land owner\*      ☐ Environmental Consultant      ☐ Contractor

Which phase of work outlined in the Reporting and Remediation Schedule does this claim apply to:

☐ Abatement and initial site characterization      ☐ Subsurface investigation

☐ Free product removal ☐ Corrective action

☐ Other: \_\_\_\_\_

**NOTICE TO CLAIMANT:**

**All invoices submitted with this claim must be complete and include the name, address, and phone number of the company supplying the labor, equipment, or materials.**

**Payment of this claim will only be made for services rendered and/or materials that have been delivered to the job site. If the payment of this claim is for reimbursement of money expended by the responsible party, submit copies of any of canceled checks (or other proof of payment) and copies of the original bills indicating payment was made in full.**

**I, the responsible party or their representative, have inspected the job site to ensure that the work indicated for collection by this claim has been completed or that the materials described herein are at the job site.**

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\*Must demonstrate authority to file a claim.

0198

**Petroleum Storage Tank Trust Fund Work Plan Approval Application and Agreement  
for Work Plan No. \_\_\_\_\_, Amendment No. \_\_\_\_\_**

Facility Name \_\_\_\_\_ Address \_\_\_\_\_ ID No. \_\_\_\_\_  
Release ID \_\_\_\_\_ ("Release")  
Owner/Operator, responsible party or other person seeking PST Trust Fund reimbursement \_\_\_\_\_ ("Claimant")  
Certified Consultant or other person performing remedial action concurrently with this Work Plan under the supervision of a certified consultant \_\_\_\_\_ ("Contractor")

In submitting Work Plans \_\_\_\_\_ and amendments thereto for the above referenced Release \_\_\_\_\_ for approval, the Claimant and the Contractor collectively, the "Parties" represent and agree to the following.

**Definitions:**

"Contractor" means the person identified as such above.

"Claimant" means the person identified as such above.

"Executive Secretary" means the Executive Secretary (UST) of the Utah Solid and Hazardous Waste Control Board.

"Fund" means the Petroleum Storage Tank Trust Fund.

"Release" means the release identified above.

"State" means the State of Utah including its agencies, officers, employees, volunteers and specifically, the Division of Environmental Response and Remediation, the Executive Secretary (UST) of the Utah Solid and Hazardous Waste Control Board and the Petroleum Storage Tank Trust Fund.

"Work Plan" means the work plan identified above.

- (1) The key personnel, for which qualifications are submitted under R311-207-3(c), are: \_\_\_\_\_  
\_\_\_\_\_
- (2) The Claimant acknowledges that the Claimant is required to obtain a payment bond from the Contractor under section 14-2-1 of the Utah Code. If the Claimant fails to do so, the Claimant is liable to each person who performed labor or services or supplied equipment or materials ("Subcontractors") in the event the Contractor does not pay the subcontractors, even if the Claimant has paid the Contractor. See Utah Code section 14-2-2. The Claimant acknowledges and agrees that the Fund will not reimburse the Claimant for such Subcontractors' claims for payment against the Claimant if the Fund has already made payment to the Claimant or Contractor. The Claimant understands that the premium paid for a payment bond is reimbursable. Therefore, the Claimant:
  - a) has required the Contractor to obtain 100 percent payment bond through a United States Treasury-listed bonding company, and attached a copy, or;
  - b) has obtained other equivalent assurance and waives all claims and remedies against the State if the equivalent assurance does not adequately protect the Claimant. The equivalent assurance is described as follows: \_\_\_\_\_  
\_\_\_\_\_
- (3) The Parties agree that the Contractor shall have no cause of action against the State for payment. The Parties acknowledge and agree that the State is not a party to any contract with the Claimant or the Contractor for reimbursement from the PST Trust Fund in the execution of this Work Plan, except to the extent provided by a contract signed by the Executive Secretary (UST). Instead, the Claimant's reimbursement is governed by the Utah Underground Storage Tank Act and the Utah Underground Storage Tank Rules, while the Contractor is entitled to reimbursement solely under the contract he has with the Claimant.
- (4) The Parties agree that they will use a subcontracting method consistent with the requirements of R311-207.
- (5) The Parties agree that as a condition of performing the work under the work plan, the Contractor shall carry the insurance specified in R311-207-3(c)(5). The Contractor represents that the Certificate of Insurance documenting the required insurance is attached or that a current certificate is on file with the Executive Secretary (UST) and has been provided to the Claimant. The Parties assume the risk and responsibility of ensuring that the appropriate insurance coverage is in place.
- (6) The Parties agree that payments from the PST Trust Fund shall be limited to amounts that are customary, legitimate, reasonable and consistent with R311-207. Unless the Parties and the Executive Secretary (UST) have entered into a written Pay-for-Performance agreement, the Parties acknowledge that payments will be for actual time and materials expended up to, but not exceeding, the amount of the Executive Secretary (UST) approved work plan and Executive Secretary (UST) approved change orders, if any.



- (7) The Parties shall maintain financial and operation records in sufficient detail to document all transactions relating to Fund reimbursement for the execution of this Work Plan. The Parties shall make available for audit and inspection all such records relating to the completion of the work plan and related services, requirements, and expenditures until all audits initiated by State auditors are completed, or for a period of five years from the date of Fund reimbursement related to the execution of this work plan. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this work plan, or to cost and expenses of this work plan as to which exception has been taken by the Executive Secretary (UST), shall be retained by the Parties until disposition has been made of such disputes, litigation, claims, or exceptions.
- (8) The Parties certify that there is a contract between the Claimant and the Contractor for the performance of work under the work plan for which approval is sought ("Contract") and incorporate the provisions herein into that Contract. To the extent that the Contract or amendments thereto conflict with any provisions herein, the provisions herein govern. The Parties shall provide the Contract to the Executive Secretary (UST) upon request.
- (9) The Executive Secretary (UST) is a third party beneficiary of this Petroleum Storage Tank Trust Fund Work Plan Approval Application and Agreement and may enforce its provisions.
- (10) This Petroleum Storage Tank Trust Fund Work Plan Approval Application and Agreement does not limit the Executive Secretary's (UST) rights and remedies under applicable law.

Contractor

Claimant

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